

MAR 29, 2022 11:34 AM

*Melba Soggins*  
Melba Soggins, Clerk  
Bartow County, Georgia

**IN THE SUPERIOR COURT OF BARTOW COUNTY  
STATE OF GEORGIA**

OSCAR EDUARDO SANTILLAN,

Plaintiffs,

v.

MELVIN LONDON, WESTERN EXPRESS,  
INC., NEW HORIZONS LEASING, INC.  
FREEDOM SPECIALTY INSURANCE  
COMPANY, JOHN/JANE DOES, and  
JOHN DOE ENTITIES,  
Defendants.

CIVIL ACTION FILE

NO.: \_\_\_\_\_

SERVED WITH DISCOVERY

**COMPLAINT FOR PERSONAL INJURIES**

Plaintiff OSCAR SANTILLAN file this Complaint for Personal Injuries and shows this  
Honorable Court the following:

**PARTIES, JURISDICTION, AND VENUE**

1.

Plaintiff Oscar Santillan (hereinafter "Plaintiff") is an adult and resident of Bartow County,  
Georgia.

2.

Defendant Melvin London (hereinafter "Defendant London") is an adult and resident of  
the State of Tennessee domiciled therein at 1955 Memorial Drive, Clarksville, Tennessee 37043-  
4655. Service of process may be perfected by delivering a copy of the Summons and Complaint  
to Defendant London personally or by leaving same at Defendant's dwelling house or usual place  
of abode with someone of suitable age and discretion who resides with Defendant.

3.

Defendant Western Express, Inc. (hereinafter “Western Express”) is a foreign for-profit corporation with its principal office address located at 7135 Centennial Place, Nashville, Tennessee, 37209-1033. Service of process may also be perfected by delivering a copy of the Summons and Complaint to Western Express’ registered agent Kevin Shires located at 6960 Cordery Road, Cumming, Georgia 30040 in Forsyth County. Service of process may be perfected by delivering a copy of the Summons and Complaint through Western Express’ BOC-3 Registered Agent for Service, Process Agent Robert S. Bexley for American Trucking Associations, located at 59 Scenic Highway South, Lawrenceville Georgia, 30046 in Gwinnett County, Georgia. Service of process may also be perfected by delivering a copy of the Summons and Complaint to Western Express’ registered agent Roland M. Lowell located at 7135 Centennial Place, Nashville, Tennessee, 37209-1033. Service of process may be perfected by delivering a copy of the Summons and Complaint through Western Express’ CEO Paul Wieck, CFO Rick Prickett, or Secretary Roland Lowell located at 7135 Centennial Place, Nashville, Tennessee, 37209-1033.

4.

Defendant New Horizons Leasing, Inc. (hereinafter “New Horizons”) is a foreign for-profit corporation with its principal office address located at 2039 Quail Avenue, Ft. Dodge, Iowa 50501. Service of process may also be perfected by delivering a copy of the Summons and Complaint to New Horizons’ registered agent Kevin Shires located at 6960 Cordery Road, Cumming, Georgia 30040 in Forsyth County, Georgia. Service of process may be perfected by delivering a copy of the Summons and Complaint through New Horizon’s CEO Paul Wieck, CFO Rick Prickett or Secretary Roland Lowell located at 7135 Centennial Place, Nashville, Tennessee, 37209-1033.

5.

Defendant Freedom Specialty Insurance Company (hereinafter “Freedom Ins.”) is a foreign insurance company with its principal office address located at 1 West Nationwide Boulevard, Columbus, Ohio, 43215. Service of process may be perfected by delivering a copy of the Summons and Complaint to Freedom through its registered agent Corporation Service Company located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092 in Gwinnett County.

6.

Defendants John/Jane Does and John Doe Entity are unknown individuals and entities yet to be identified. Service of process may be perfected upon the John/Jane Does by delivering a copy of the Summons and Complaint to him/her/them personally or by leaving same at his/her/their dwelling house(s) or usual place(s) of abode with someone of suitable age and discretion who resides with Defendant John/Jane Does. The John Doe Entities are unknown entities yet to be identified. Defendant John Doe Entities may be served with the summons and complaint through its/their registered agent(s), officers and managing agents and may also be served by registered or certified mail or statutory overnight delivery, return receipt requested, addressed to the secretary of the corporation or to the limited liability company at its/their principal office if the corporation or limited liability company has no registered agent or the agent cannot with due diligence be served.

7.

Defendant London is subject to the jurisdiction of this Court.

8.

Defendant Western Express is subject to the jurisdiction of this Court.

9.

Defendant New Horizons is subject to the jurisdiction of this Court.

10.

Defendant Freedom Ins. is subject to the jurisdiction of this Court.

11.

Defendants John/Jane Does and John Doe Entities are subject to the jurisdiction of this Court.

12.

Venue is proper in this Court with respect to Defendant London.

13.

Venue is proper in this Court with respect to Defendant Western Express.

14.

Venue is proper in this Court with respect to Defendant New Horizons.

15.

Venue is proper in this Court with respect to Defendant Freedom Ins.

16.

Defendants John/Jane Does and John Doe Entities are subject to the jurisdiction and venue of this Court.

### **FACTUAL BACKGROUND**

17.

On October 29, 2020, Plaintiff Santillan, was operating a vehicle traveling southbound on GA 3 near its intersection with Grassdale Road in Bartow County, Georgia.

18.

On October 29, 2020, Defendant London was operating a tractor trailer traveling southbound on GA 3 near its intersection with Grassdale Road in Bartow County, Georgia.

19.

On October 29, 2020, Defendant London was traveling behind Plaintiff's vehicle.

20.

On October 29, 2020, the traffic signal at the intersection of GA 3 and Grassdale Road in Bartow County, Georgia was not functioning properly due to inclement and was flashing a red light which required all motorists to stop in the same manner as if a stop sign was facing them.

21.

On October 29, 2020, Plaintiff stopped on GA 3 at its intersection with Grassdale Road.

22.

On October 29, 2020, Defendant London failed to stop on GA 3 at its intersection with Grassdale Road.

23.

On October 29, 2020, the front of Defendant London's tractor struck the rear of Plaintiff Santillan's vehicle on GA 3 at its intersection with Grassdale Road in Bartow County, Georgia.

24.

On October 29, 2020, the tractor and trailer Defendant London was operating was owned or leased by Defendant Western Express.

25.

On October 29, 2020, the tractor and trailer Defendant London was operating was owned or leased by Defendant New Horizons.

26.

On October 29, 2020, Defendant London was under dispatch for Defendant Western Express.

27.

On October 29, 2020, Defendant London was under dispatch for Defendant New Horizons.

28.

On October 29, 2020, Defendant London was operating the tractor trailer in furtherance of the business of Defendant Western Express.

29.

On October 29, 2020, Defendant London was operating the tractor trailer in furtherance of the business of Defendant New Horizons.

30.

On October 29, 2020, Defendant London was operating the tractor trailer under Western Express' DOT operating authority.

31.

On October 29, 2020, Defendant London was operating the tractor trailer under New Horizons' DOT operating authority.

**LIABILITY OF DEFENDANTS**

32.

At the time of the October 29, 2020 collision, Defendant London followed the vehicle operated by Plaintiff Santillan, more closely than what was reasonable or prudent without due regard for the speed of such vehicles, traffic upon the roadway, and condition of the roadway;

Defendant London failed to obey the traffic control device; Defendant London drove too fast and at an unreasonable speed for the conditions then existing; Defendant London disregarded the actual and potential hazards then existing; he failed to maintain proper control over his tractor trailer; he failed to maintain a proper lookout; he drove recklessly; and he failed to exercise ordinary care under the circumstances then existing.

33.

Defendant London's negligence and negligence *per se* proximately caused the October 29, 2020 collision between Defendant London's tractor and the vehicle Plaintiff Santillan was operating.

34.

At the time of the October 29, 2020 collision between Defendant London's tractor and the vehicle Plaintiff Santillan was operating, Defendant London was an employee and/or agent of Defendant Western Express and was acting within the scope of his employment or agency relationship with Defendant Western Express.

35.

At the time of the October 29, 2020 collision between Defendant London's tractor and the vehicle Plaintiff Santillan was operating, Defendant London was an employee and/or agent of Defendant New Horizons and was acting within the scope of his employment or agency relationship with Defendant New Horizons.

36.

Defendant Western Express is vicariously liable for the negligent and reckless acts and omissions of Defendant London on October 29, 2020.

37.

Defendant New Horizons is vicariously liable for the negligent and reckless acts and omissions of Defendant London on October 29, 2020.

38.

Defendant Western Express is independently liable for the negligent hiring, training, and retention of Defendant London.

39.

Defendant New Horizons is independently liable for the negligent hiring, training, and retention of Defendant London.

40.

Defendant Western Express is independently liable for the negligent entrustment of the tractor trailer to Defendant London.

41.

Defendant New Horizons is independently liable for the negligent entrustment of the tractor trailer to Defendant London.

42.

As a direct and proximate result of the negligence and negligence *per se* of Defendant London and the negligence of Defendants Western Express and New Horizons, Plaintiff sustained serious and permanent injuries and, as a result, Plaintiff Santillan has sustained great pain in both mind and body, and will continue to suffer pain now and in the future.

43.

As a direct and proximate result of the negligence and negligence *per se* of Defendant London and the negligence of Defendants Western Express and New Horizons, Plaintiff Santillan



has incurred medical and other expenses and will continue to incur medical and other expenses in the future.

44.

As a direct and proximate result of the negligence and negligence *per se* of Defendant London and the negligence of Defendants Western Express and New Horizons, Plaintiff Santillan has lost earnings and will continue to lose earnings in the future.

45.

Defendant Freedom Ins. issued a policy of insurance to Defendant Western Express that provides coverage to Defendant London and Defendant Western Express up to the policy's limits subject to the terms, conditions, definitions and exclusions of the policy with respect to the October 29, 2020 collision between Defendant London's tractor and the vehicle operated by Plaintiff Santillan. Defendant Freedom is subject to direct action for the October 29, 2020 collision.

46.

Defendant Freedom Ins. issued a policy of insurance to Defendant New Horizons that provides coverage to Defendant London and Defendant Western Express up to the policy's limits subject to the terms, conditions, definitions and exclusions of the policy with respect to the October 29, 2020 collision between Defendant London's tractor and the vehicle operated by Plaintiff Santillan. Defendant Freedom is subject to direct action for the October 29, 2020 collision.

47.

Defendants have acted in bad faith, have been stubbornly litigious, and have caused Plaintiff to incur unnecessary and/or extraordinary expenses which authorizes Plaintiff's recovery of attorney's fees, costs, and other expenses, pursuant to Georgia law including without limitation O.C.G.A. § 13-6-11.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiffs pray for the following:

- a) That Defendants be served with process required by law;
- b) That Plaintiff be granted a trial by jury;
- c) That Defendants be found liable for general and special damages sustained by Plaintiff due to the negligence and negligence per se of Defendant London and negligence of Defendants Western Express and New Horizons;
- d) That Defendants be found liable for attorneys fees, expenses, and court costs associated with this action and all other costs and damages to be determined by this Court;
- e) That Plaintiff be awarded damages in such sums as this Court and jury shall find appropriate based upon the evidence submitted at the time of trial; and
- f) That Plaintiff be granted such other and further relief as this Honorable Court may deem as necessary and proper.

This 29<sup>th</sup> day of March, 2022.

THE BROSNAHAN LAW FIRM

/s/ *Kenneth Brosnahan*

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**SUPERIOR COURT OF BARTOW COUNTY  
STATE OF GEORGIA**

**FILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
BARTOW COUNTY, GEORGIA  
**SUCV2022000420**

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Melba Scoggins, Clerk  
Bartow County, Georgia

CIVIL ACTION NUMBER SUCV2022000420  
Santillan, Oscar Eduardo

**PLAINTIFF**

**VS.**

London, Melvin  
Western Express, Inc  
New Horizons Leasing, Inc.  
Freedom Specialty Insurance Company

**DEFENDANTS**

**SUMMONS**

TO: LONDON, MELVIN

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Kenneth Brosnahan  
The Brosnahan Law Firm  
31 Lenox Pointe  
Atlanta, Georgia 30324**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**This 29th day of March, 2022.**

Clerk of Superior Court

  
Melba Scoggins, Clerk  
Bartow County, Georgia

**SUPERIOR COURT OF BARTOW COUNTY  
STATE OF GEORGIA**

**FILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
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Santillan, Oscar Eduardo

**PLAINTIFF**

**VS.**

London, Melvin  
Western Express, Inc  
New Horizons Leasing, Inc.  
Freedom Specialty Insurance Company

**DEFENDANTS**

**SUMMONS**

TO: NEW HORIZONS LEASING, INC.

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Kenneth Brosnahan  
The Brosnahan Law Firm  
31 Lenox Pointe  
Atlanta, Georgia 30324**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**This 29th day of March, 2022.**

Clerk of Superior Court

  
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Bartow County, Georgia

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STATE OF GEORGIA**

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**PLAINTIFF**

**VS.**

London, Melvin  
Western Express, Inc  
New Horizons Leasing, Inc.  
Freedom Specialty Insurance Company

**DEFENDANTS**

**SUMMONS**

TO: WESTERN EXPRESS, INC

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Kenneth Brosnahan  
The Brosnahan Law Firm  
31 Lenox Pointe  
Atlanta, Georgia 30324**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**This 29th day of March, 2022.**

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STATE OF GEORGIA**

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Santillan, Oscar Eduardo

**PLAINTIFF**

**VS.**

London, Melvin  
Western Express, Inc  
New Horizons Leasing, Inc.  
Freedom Specialty Insurance Company

**DEFENDANTS**

**SUMMONS**

TO: FREEDOM SPECIALTY INSURANCE COMPANY

You are hereby summoned and required to file with the Clerk of said court and serve upon the Plaintiff's attorney, whose name and address is:

**Kenneth Brosnahan  
The Brosnahan Law Firm  
31 Lenox Pointe  
Atlanta, Georgia 30324**

an answer to the complaint which is herewith served upon you, within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

**This 29th day of March, 2022.**

Clerk of Superior Court

  
Melba Scoggins, Clerk  
Bartow County, Georgia